| AWARD/CONTRACT 1. This Contract Under DPAS | | | | | | | | Rating DXA5 | Page 1 (| Of 26 |
|--|----------------|--|---|------------|---|---------------------------|-------------|--------------------------------|-----------------|--------------|
| 2. Contract (Proc. Inst. Ident) No. 3. Effective Date | | | | | | | | | | |
| W52H09-04-C-0060 2 | | | | | | 2004JAN16 SEE SCHEDULE | | | | |
| 5. Issued By Code W52H09 | | | | | | | | | | |
| | I-ROCK ISLAN | ID . | | WSZIIOS | | CHICAGO | | , | | 5110511 |
| AMSTA | -LC-CAC | | | | 1523 | WEST CENTR | RAL ROAD | BLDG 203 | | |
| | | 309)782-1262 | | | ARLIN | GTON HEIGH | HTS IL | 60005-2451 | | |
| ROCK | ISLAND IL | 61299-7630 | | | | | | | | |
| | | | | | | | | | | |
| e-mail | address: HO | OBERTC@RIA.ARMY.MIL | | | | SCD |) A P | AS NONE AD | РРТ но | |
| 7. Nam | ne And Addre | ss Of Contractor (No. Street, C | ity, County, | State, And | d Zip Cod | e) 8 | 3. Delivery | y | | |
| | | IG & TOOL, CORP. | • | | • | | Пгот | B Origin X Other (See | Below) SEE S | CUEDIII E |
| | MAPLE AVENUE | | | | | 0 | | t For Prompt Payment | Below) SEE S | СПЕДОПЕ |
| CARPE | NTERSVILLE, | IL. 60110-1939 | | | | 9 | . Discouli | n For Frompt Payment | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TYPE | BUSINESS: (| ther Small Business Perfo | rming in U | .S. | | | | t Invoices | | em |
| | | | - | | | ` | | Unless Otherwise Specified) | | 12 |
| Code | | on. | Facility Co | ode | 12 Dovem | | | ldress Shown In: | Code | HQ0339 |
| | p To/Mark F | or | Code | | - | ent Will Be | | ' | Code | 1100333 |
| DEE C | CHEDOLL | | | | | | | NT OPERATIONS | | |
| | | | | | PO BO | X 182381 | | | | |
| | | | | | COLUM | BUS OH 4 | 13218-23 | 81 | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 13. Au | thority For U | sing Other Than Full And Ope | n Competitio | n: | 14. Accou | inting And A | Appropri | ation Data | | |
| | 0 U.S.C. 2304 | $\mathbf{c}(\mathbf{c})($) \square 41 U.S.C | . 253(c)(|) | ACRN: | AA 97 X | 4930AC6 | G 6D 26FB S1 | L1116 W52H09 | |
| 15A | . Item No. | 15B. Schedule Of Sup | plies/Services | s | 15C. Qu | antity | 15D. Un | it 15E. Unit Price | 15F. Am | ount |
| SEE S | CHEDULE | CONTRACT TYPE: | | | | D OF CONTI | | 1 7 1 2 2 1 | | |
| | | Firm-Fixed-Price | | | S | upply Cont | tracts a | and Priced Orders | | |
| | | | | | | 15G. T | Total Amo | ount Of Contract | \$33,078.00 | |
| | | | | 16. Ta | able Of Co | ontents | | | \$33,070.00 | |
| (X) | Section | Description | | Page(s) | (X) | Section | | Description | | Page(s) |
| | | Part I - The Schedule | | | | Part II - 0 | Contract | Clauses | | |
| X | A | Solicitation/Contract Form | | 1 | X | I | | act Clauses | | 22 |
| X | В | Supplies or Services and Price | es/Costs | 6 | | Part III - | List Of D | Oocuments, Exhibits, And O | ther Attachme | nts |
| X | C | Description/Specs./Work Stat | ement | 8 | Х | J | List of | f Attachments | | 26 |
| Х | D | Packaging and Marking | | 10 | | Part IV - | | ntations And Instructions | | |
| Х | E | Inspection and Acceptance | | 12 | | K | Repre | esentations, Certifications, a | nd | |
| Х | F | Deliveries or Performance | | 13 | | | Other | Statements of Offerors | | |
| Х | G | Contract Administration Data | 1 | 14 | | L | Instrs | ., Conds., and Notices to Of | ferors | |
| X | H | Special Contract Requiremen | ts | 15 | | M | Evalu | ation Factors for Award | | |
| | | Cont | racting Offic | cer Will C | Complete I | tem 17 Or 1 | 8 As App | licable | | |
| 17. | Contractor' | 's Negotiated Agreement (Cor | tractor is | | 18. X A | ward (Conti | ractor is 1 | not required to sign this doc | ument.) Your | offer on |
| | | document and return | copies to | | | on Number | | | ing the additio | |
| _ | | tractor agrees to furnish and de | | | _ | | | dditions or changes are set f | | |
| | | ervices set forth or otherwise id | | | | • | | is listed above and on any co | | |
| and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be | | | | | award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No | | | | | |
| | | rned by the following document | | | | | | is necessary. | u war a/contra | |
| | | the solicitation, if any, and (c) s | | ns, | | | | • | | |
| representations, certifications, and specifications, as are attached | | | | | | | | | | |
| | | reference herein. (Attachments | are listed | | | | | | | |
| herein.) 10.4 Name And Title Of Signer (Type On Brint) | | | | | 20 A NI= : | 20 Of C1 | notiv = Of | Pi oon | | |
| 19A. Name And Title Of Signer (Type Or Print) | | | | | | ne Of Contr NNE SPURGE | | псег | | |
| | | | | | | | | IL (309)782-4886 | | |
| 19B. N | ame of Contr | actor | 19c. Date S | Signed | 20B. Unit | ted States O | f America | a | 20C. Date S | igned |
| | | | | - | | | | | 2004JAN16 | _ |
| By _ | | | | | By | | SIGNED/ | 0.00 | ZUUNUANID | , |
| | ignature of pe | erson authorized to sign) | | | (Sig | nature of Co | ontractin | g Officer) Standard Form 26 (| D 4.95 | |
| N.N.7 | 540_0 I_157_Q(| IAU | | | 75-106 | | | Standard Form 26 (| VOV /L-85) | |

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-C-0060

MOD/AMD

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite ______ Title _____ Date

A-1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

A-2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-C-0060

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

(AS7006)

A-3 52.210-4516

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL SPEC/STANDARD | LOCATION OF REQUIREMENT | FACILITY | ACO |
|-----|-----------------------------------|-------------------------|----------|-----|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

| CLIN | PRICE | \$ |
|-------|-----------|----|
| CLIN | PRICE | \$ |
| CLIN | PRICE | \$ |
| CT.TN | DRICE | ė |

(End of clause)

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-C-0060

MOD/AMD

Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

A-5 52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

FEB/2002

Page 4 of 26

TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 AMC-LEVEL PROTEST PROGRAM

JUN/1998

TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 9301 Chapek Rd 2-1SE3401

Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875 Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-C-0060

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

ADDITIONAL INFORMATION:

Solicitation is a 100% Small Business set-aside, for 222 each, Plain Round Nut, NSN 5310-01-179-3756, P/N 12323621.

- 1. This solicitation includes four 100% option periods as stated in Clause IF6080.
- 2. This solicitation includes Phosphate Coating Clause CS6510.
- 3. Request your quotation remain valid for 90 days.
- 4. Request you certify all clauses in Section K, if applicable.
- 5. Please provide your CAGE CODE:_____
- 6. Please provide your TAXPAYER ID CODE:_____
- 7. Please provide your EMAIL ADDRESS:_____
- 8. Please provide name of POC:_____

NOTE: See Clause LS7011

Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the Open Solicitation Web page under TACOM-RI Business Opportunities, or via secure facsimile (datafas) to 309-782-1262.

*** END OF NARRATIVE A 001 ***

This action is a Firm Fixed Price award for a total of 222 each Plain Round Nut, NSN 5310-01-179-3756, P/N 12323621.

This award also contains four 100% Option periods. See Clause IF6080.

Option period one may be exercised unilaterally by the Government at any time preceding one year after date of award. Option period two may be exercised unilaterally by the Government at any time preceding two years after date of award. Option period three may be exercised unilaterally by the Government at any time preceding three years after date of award. Option period four may be exercised unilaterally by the Government at any time preceding four years after date of award.

This award contains Phosphate Coating requirements. See Clause CS6510.

Earlier deliveries are authorized for the Contractor at no additional cost to the Government.

FOB for basic contract is Destination.

All other terms and conditions of the original solicitation, W52H09-04-R-0037, remain the same.

*** END OF NARRATIVE A 002 ***

Reference No. of Document Being Continued PIIN/SIIN W52H09-04-C-0060

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

| | | | | UNIT PRICE | AMOUNT |
|--------|--|-----|----|--------------|-------------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001 | NSN: 5310-01-179-3756 FSCM: 19207 PART NR: 12323621 SECURITY CLASS: Unclassified | | | | |
| 0001AA | PRODUCTION QUANTITY WITHOUT FIRST ARTICLE | 92 | EA | \$ 149.00000 | \$13,708.00 |
| | NOUN: NUT,PLAIN,ROUND PRON: M132A361M1 PRON AMD: 01 ACRN: AA AMS CD: 070011JEE62 | | | | |
| | Packaging and Marking | | | | |
| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H093266H752 W25G1U J 2 DEL REL CD QUANTITY DEL DATE 001 92 30-JUN-2004 | | | | |
| | FOB POINT: Destination | | | | |
| | SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 | | | | |
| 0001AB | PRODUCTION QUANTITY WITHOUT FIRST ARTICLE | 130 | EA | \$149.00000 | \$19,370.00 |
| | NOUN: NUT,PLAIN,ROUND PRON: M132A362M1 PRON AMD: 02 ACRN: AA AMS CD: 070011JEE62 | | | | |
| | Packaging and Marking | | | | |
| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | Deliveries or Performance DOC SUPPL | | | | |

Reference No. of Document Being Continued PIIN/SIIN W52H09-04-C-0060

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|-------------|-------------|
| | REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H093266H753 W25GlU J 2 DEL REL CD QUANTITY DEL DATE O01 130 30-JUN-2004 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS | | | | |
| | (W25GlU) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 | | | | |
| 0002 | DATA ITEM | | | \$** NSP ** | \$** NSP ** |
| | SECURITY CLASS: Unclassified | | | | |
| | Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. It is required that data items be delivered using electronic media. Refer to the DD Form 1423 for more specific electronic delivery information. A DD250 IS NOT REQUIRED | | | | |
| | (End of narrative B001) | | | | |
| | Inspection and Acceptance INSPECTION: Destination | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-C-0060

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MAR/1988

Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite _____ Title _____ Date

C-1 52.210-4501 DRAWINGS/SPECIFICATION

ΓACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12323621 with revisions in effect as of 09/25/03 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

Drawings/documents without distribution statement, add Distribution Statement "A."

QAP 12323621:

Delete: Substitute:

AQLS MIL-STD-1916 VL IV for MAJOR & MIL-STD-1916 VL II for MINOR Characteristics

Sht 1, revision block:

Change revision level of sheet 2 from "A" to ORIG, " - ".

Sht 2, revision block:

Date 10-14-82 is applicable for ORIG, " - ".

Disregard dates 8-11-82 and 5-1-84 in revision block.

(CS6100)

C-2 52.210-4501 PHOSPHATE COATING REQUIREMENT

MAR/2002

TACOM-RI

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

- a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command Rock Island site, ATTN: AMSTA-LC-CAC-C, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.
- b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.
- c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."
- d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is per lot "at least every 8 hours."

(End of clause)

(CS6510)

C-3 52.211-4505 AVAILABLE TECHNICAL DATA PACKAGE (TDP) APR/2000

a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: http://aais.ria.army.mil/aais/Padds web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s)

| CONTINUATION SHEET | Reference No. of Document Being Co | Page 9 of 26 | |
|--------------------|------------------------------------|--------------|--|
| CONTINUATION SHEET | PIIN/SIIN W52H09-04-C-0060 | MOD/AMD | |

Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

Reference No. of Document Being Continued

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

SECTION D - PACKAGING AND MARKING

| | Regulatory Cite | Title | Date | |
|----|-----------------|--|----------|--|
| | | | | |
| -1 | 52.211-4501 | DS6415 WAS DELETED 30 OCT 2003 AND REPLACED BY DS6419, PACKAGING | APR/2003 | |
| | TACOM-RI | REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | | |

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: P12323621, REV. B, DATED 19 JUN 02

- b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL)for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston).

Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract with the government. The software can be downloaded from the following website main page: http://www.asset-trak.com/catt/tatt.htm. Or go directly to the software download page http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD.

- d. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- e. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

| CONTINUATION SHEET | Reference No. of Document Be | Page 11 of 26 | | | | | |
|--|------------------------------|---------------|--|--|--|--|--|
| CONTINUATION SHEET | PIIN/SIIN W52H09-04-C-0060 | MOD/AMD | | | | | |
| Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP. | | | | | | | |

(End of clause)

(DS6415)

Reference No. of Document Being Continued

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Name of Offeror or Contractor: Stanley machining & tool, corp.

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

Regulatory Cite Title Date E-152.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE AUG/1996

E-252.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title Date Tailoring

() Quality Management Systems - Requirements ISO 9001:2000 13 DEC 2000

Tailored by excluding paragraphs

7.3, 7.4, 7.5.1, and 7.5.2

(End of clause)

(EF6002)

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

| | Regulatory Cite | Title | Date |
|-----|-----------------|--------------------------|----------|
| F-1 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-2 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |

| | CONTINI | T A 7ET | ION | CIII | | | Refere | nce N | o. of Document | Being Continu | ed | | Page 14 of 26 |
|-------------------------|---------------------------|-------------|-------------|-------------------|----------------------------|----------------------------|---------------|-------|----------------|--------------------------------|---------|-----|------------------------------|
| | CONTINUATION SHEET | | | | PIIN/SIIN W52H09-04-C-0060 | | | MOD | /AMD | | | | |
| Name | of Offeror or | Cont | ractor | STA | NLEY MAC | HINING & | TOOL, C | ORP. | | | | | |
| SECTION | G - CONTRAC | T ADM | INISTR | ATION | I DATA | | | | | | | | |
| | PRON/ | | | | | | | | | JOB | | | |
| LINE | AMS CD/ | | OBLG | | | | | | | ORDER | ACCOUNT | ING | OBLIGATED |
| ITEM | MIPR | <u>ACRN</u> | STAT | ACCC | OUNTING C | CLASSIFIC | CATION | | | NUMBER | STATION | | AMOUNT |
| 0001AA | M132A361M1 070011JEE62 | AA | 2 | 97 | X4930A0 | C6G 6D | | 26FB | S11116 | | W52H09 | \$ | 13,708.00 |
| 0001AB | M132A362M1 070011JEE62 | AA | 2 | 97 | X4930A0 | C6G 6D | | 26FB | S11116 | | W52H09 | \$ | 19,370.00 |
| | | | | | | | | | | | TOTAL | \$ | 33,078.00 |
| SERVICE NAME Army | | L BY AA | <u>ACRN</u> | <u>ACCC</u> 97 | OUNTING O | <u>CLASSIFIC</u> C6G 6D | <u>CATION</u> | 26FB | S11116 | ACCOI <u>STAT:</u> W52H(| | \$_ | OBLIGATED AMOUNT 33,078.00 |

TOTAL \$ 33,078.00

Reference No. of Document Being Continued

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

| | Regulatory Cite | Title | Date |
|-----|-------------------------|---|----------|
| H-1 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III | MAY/2002 |
| H-2 | 52.246-4500 TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is HOBERTC@RIA.ARMY.MIL. The data fax number for submission is 309-782-5094, ATTN: CELESTE HOBERT.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to: $\ensuremath{\text{N/A}}$

(End of Clause)

(HS6510)

H-3 DRAFT CLAUSE

CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS

FEB/2003

As used in this Clause

(a) Definitions

- (1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional business and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contracts provide goods, services, and minor construction, usually from the local vendor base.
- (2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve material (WRM) contracts.
- (3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or my Military Service component logistics commands. They support specific systems throughout their system's life

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

cycle (including spare parts and maintenance), during peacetime, conflict, and war.

(4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

- (1) This general guidance addresses the deployment of systems contractor personnel, and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.
- (2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commender's guidance impact on the deployments. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

- (1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.
- (2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directive, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contacting officer will resolve disputes. The contractor shall provide the contracting office copies, if requested, or any documents relating to the dispute.
- (3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.
- (4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.
- (5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.
- (d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information tot he AMC LSE on the contractor's deployments and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).
- (e) Risk Assessment and Mitigation.
- (1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.
- (2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.
- (3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.
- (4) If the contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise direct by the contracting officer.
- (5) The contractor will designate and provide contact information for a point of contract and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

- (6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country national, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation on non-essential personnel.
- (f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.
- (g) Central Processing and Departure Point.
- (1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for schedules deployment.
- (2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.
- (3) The government, when applicable, will provide the contractor employees with Chemical, Biological Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.
- (4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.
- (h) Standard Identification Cards.
- (1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment,
- (2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.
- (3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
- (4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.
- (5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.
- (6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

- (1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.
- (2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.
- (3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNS sampling.
- (4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.
- (5) The government at its discretion may provide to contract employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

- (6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.
- (j) Clothing and Equipment Issue.
- (1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.
- (2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical. Radiological, and High yield Explosive Equipment).
 - (3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.
- (4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
- (5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.
- (6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.
- (k) Weapons and Training.
- (1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.
- (2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.
- (3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.
- (4) Upon deployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.
- (5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.
- (1) Vehicle and Equipment Operation.
- (1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.
- (2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.
 - (3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.
- (4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

- (m) Passports, Visas and Customs.
- (1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).
- (2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying t and the procedures, laws and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.
 - (3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.
- (n) Reception, Staging, Onward Movement and Integration.
- (1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.
- (2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.
- (o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.
- (p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U. S. personnel only.
- (q) Status of Forces Agreement and other Laws.
- (1) Notwithstanding any provision to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.
- (2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.
- (3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.
- (r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater or operations during a declared contingency, the contactor must obtain prior approval from the Procurement Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.
- (s) Tour of Duty/Hours of Work.
 - (1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.
- (2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less that 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.
 - (3) The contracting officer shall provide the contractor wit anticipated work schedules.
- (4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.
- (5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.
- (t) On-Call Duty or Extended Hours.

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

- (1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.
 - (2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.
 - (3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.
 - (4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.
- (u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that worker's compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.
- (v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completed a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.
- (w) Return Procedures.
- (1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.
- (2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of th deployment.
- (3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.
- (x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procures item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.
- (y) Special legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.
- (z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

HD7013

52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993 H-4TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

| Shipped | From: | | |
|---------|-------|--|--|
| | | | |
| | | | |
| | | | |

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

| For contracts involving F.O.B. Origin shipments furnish the following rail information: |
|---|
| Does Shipping Point have a private railroad siding? YES NO |
| If YES, give name of rail carrier serving it: |
| If NO, give name and address of nearest rail freight station and carrier serving it: |
| Rail Freight Station Name and Address: |
| Serving Carrier: |
| (End of Clause) |
| |

(HS7600)

Reference No. of Document Being Continued

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Name of Offeror or Contractor: Stanley machining & tool, corp.

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

| | Regulatory Cite | Title | Date |
|------|-----------------|---|----------|
| I-1 | 52.209-6 | PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH | JUL/1995 |
| | | CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | |
| I-2 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-3 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-4 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUN/2003 |
| I-5 | 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | JAN/2004 |
| I-6 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-7 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-8 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE | DEC/2001 |
| | | VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | |
| I-9 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-10 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE | DEC/2001 |
| | | VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | |
| I-11 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) | JAN/2004 |
| I-12 | 52.232-1 | PAYMENTS | APR/1984 |
| I-13 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-14 | 52.232-11 | EXTRAS | APR/1984 |
| I-15 | 52.232-23 | ASSIGNMENT OF CLAIMS - ALTERNATE I | APR/1984 |
| I-16 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-17 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR | OCT/2003 |
| | | REGISTRATION | |
| I-18 | 52.233-1 | DISPUTES | JUL/2002 |
| I-19 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-20 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| I-21 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUN/2003 |
| I-22 | 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | APR/1984 |
| I-23 | 52.247-63 | PREFERENCE FOR U.S FLAG AIR CARRIERS | JUN/2003 |
| I-24 | 52.249-1 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT | APR/1984 |
| | | FORM) | |
| I-25 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-26 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| | DFARS | | |
| I-27 | 252.204-7004 | CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A | NOV/2003 |
| | DFARS | | |
| I-28 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | APR/2003 |
| | DFARS | | |
| I-29 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| | DFARS | | |
| I-30 | 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| | DFARS | | |
| I-31 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| | DFARS | | ., |
| I-32 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| | DFARS | | , |
| | | | |
| I-33 | 52.213-4 | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL | JAN/2004 |
| | | ITEMS) | |
| | | | |

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

(IF8001)

I-34 52.217-6

EVALUATED OPTION FOR INCREASED QUANTITY

MAR/1990

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) CLIN 0001AA & CLIN 0001AB by a quantity of up to and including but not exceeding 100% percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 0001AA and CLIN 0001AB shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding ONE CALENDAR YEAR FROM THE DATE OF AWARD FOR OPTION PERIOD ONE; TWO CALENDAR YEARS FROM THE DATE OF AWARD FOR OPTION PERIOD TWO; THREE CALENDAR YEARS FROM THE DATE OF AWARD FOR OPTION PERIOD THREE; AND FOUR CALENDAR YEARS FROM THE DATE OF AWARD FOR OPTION PERIOD FOUR by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
 - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
 - g. Offered Unit Prices for the Option Quantities are:

Evaluated Option (F.O.B. Origin)

| OPTION | PERCENT THE | | TING OFFICER MAY EXERCISE NY TIME FROM: | FIRM FIXED PRICE |
|--------|-------------|-----------|--|------------------|
| ONE | 100% | 1-365 | DAYS (1 YR) AFTER AWARD OF CONTRACT | \$ |
| TWO | 100% | 366-730 | DAYS (2 YR) AFTER AWARD OF CONTRACT | \$ |
| THREE | 100% | 731-1095 | DAYS (3 YR) AFTER AWARD OF CONTRACT | \$ |
| FOUR | 100% | 1096-1460 | DAYS (4 YR) AFTER AWARD OF CONTRACT | \$ |

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

T-35 52.209-6

IF7212 WAS DELETED 6 AUG 03 AND REPLACED BY IF0007, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED.

JUL/1995

SUSPENDED, OR PROPOSED FOR DEBARMENT

 ${\tt IF7212~WAS~DELETED~6~AUG~03~AND~REPLACED~BY~IF0007}$

Reference No. of Document Being Continued

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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

I-36

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

T - 3752.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

AUTHORIZED DEVIATIONS IN CLAUSES

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

T - 39252 211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS

FEB/2003

- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 25 of 26 |
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Name of Offeror or Contractor: STANLEY MACHINING & TOOL, CORP.

(IA7009)

- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

| SPI Process: | |
|---|--|
| Facility: | |
| Military or Federal Specification or Standard: | |
| Affected Contract Line Item Number, Subline Item Number, Component, or Element: | |
| (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of an acceptable replacement for military or Federal specifications or standards required by | |
| (1) May submit the information required by paragraph (d) of this clause to the Confoffer; but | tracting Officer prior to submission of an |
| (2) Must submit the information to the Contracting Officer at least 10 working days offers. | s prior to the date specified for receipt of |
| (End of Clause) | |

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Name of Offeror or Contractor: Stanley machining & tool, corp.

SECTION J - LIST OF ATTACHMENTS

| List of | | | Number | |
|-----------|---------------------------------|------|----------|----------------|
| Addenda | Title | Date | of Pages | Transmitted By |
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST | | 003 | |
| Exhibit B | DOCUMENT SUMMARY LIST | | 002 | |

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at https://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| List of | | | Number |
|----------------|--|-------------|----------|
| <u>Addenda</u> | <u>Title</u> | <u>Date</u> | of Pages |
| Attachment 1A | Instructions for Completing DD Form 1423 | JUN 90 | 1 Pg |
| Attachment 2A | IOC Form 715-3 | FEB 96 | 2 Pgs |
| Attachment 3A | AMCCOM Form 71-R | 01OCT88 | 2 Pgs |
| Attachment 4A | Guidance on Documentation of Contract Data Requirements List (CDRL) | | 2 Pgs |
| Attachment 5A | Disclosure of Lobbying Activities (SF-LLL) | | 3 Pgs |
| Attachment 6A | Data Delivery Description - Engineering Change Proposal | JUL 01 | 9 Pgs |
| Attachment 7A | Data Delivery Description - Notice of Revision | JUL 01 | 2 Pgs |
| Attachment 8A | Data Delivery Description - Request for Deviation | JUL 01 | 4 Pgs |
| (JS7001) | (End of Clause) | | |

(JS7001)